

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator/ 954-797-2093

PREPARED BY: Will Allen, Redevelopment Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: District 1 District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RENEWING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA, THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: An interlocal agreement between the Town of Davie, the Davie CRA, and the Children's Services Council of Broward County was approved by Town Council by Resolution No. R-2005-31 on January 19, 2005. This agreement was in response to the request for an exemption from paying the annual obligation to pay the tax increment payment to the Davie CRA by the Children's Services Council of Broward County (CSC). The agreement indicates the Town and CRA granted to CSC an exemption from the requirement to pay increment tax revenues commencing for fiscal year 2004-2005. The agreement also indicates the term is one year and is required to be renewed each fiscal year.

CSC met the obligations of Article 3 of the interlocal agreement by having the amount of funding exceed the amount calculated to be due from tax increment revenues which was \$67,897 for 2004-2005. Annual report information which is attached indicates that more than \$150,000 was expended in what was only a four month period from June 6 to October 1, 2005. As this was the first year of operation and the exemption was not granted until January the programs did not begin until the Summer Challenge Camp program began on June 6. The Maximizing Out of School Time (MOST) program began in August of 2005. Both programs were operated principally at the Potter Park Multipurpose Facility. More than 100 children were served in the summer program on average and the MOST program served 75 children. Both programs utilized an RFP process to select the provider and the Town of Davie participated in the selection process. Memorial Healthcare Systems was selected to operate both programs. The report provides information about performance measures and shows that the programs resulted in improvements in areas such as reading skills, math skills and nutrition knowledge in addition to physical fitness.

The amount of tax increment funds which would have been paid to the CRA for 2005-2006 is \$85,000. It is expected that having programs operate for a full fiscal year will result in an expenditure by CSC of more than \$400,000. It should be noted that the request for exemption is being made later than called for in the enabling ordinance as there had to be some experience or data to measure in order to be eligible for the exemption.

The CRA Board recommended approval of the request for exemption at their meeting of December 12, 2005. The feedback about the programs has been extremely positive. The programs are providing an opportunity to the youth of the Town of Davie and the amount expected to be spent will be much greater than the tax increment amount of \$85,000. The request for exemption does not impact the repayment of any outstanding bonds, does not affect the fiscal operation of the CRA, and provides benefits to the residents of the CRA in excess of the revenues expected by the CRA. The programs are also a positive program for residents living outside the CRA redevelopment area.

It should be noted that the request from CSC also request that Article 4, Term of Agreement be altered to allow the term of the Agreement be one (1) year and shall automatically renew each year unless either party delivers notice of termination upon the other at least ninety (90) days prior to the expiration of the applicable term.

CONCURRENCES: The Davie CRA recommended approving the exemption to the Town Council at their meeting of December 12, 2005.

FISCAL IMPACT: The CRA will not receive tax increment revenue from Children's Services Council of Broward County in the amount of \$85,000 but residents will receive access to programs in an amount exceeding the revenue.

RECOMMENDATION(S): Motion to approve the Resolution

Attachment(s): Resolution
Interlocal Agreement
Letter From CSC Requesting Renewal Including Annual Report

RESOLUTION # _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA RENEWING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA, THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a written request for exemption has been made by the Children's Services Council of Broward County to the Town Council pursuant to its procedure for consideration of request by special districts for exemption from the obligation to appropriate an annual increment payment for the benefit of the Davie CRA; and

WHEREAS, the Town Council, as the local governing body that created the Town of Davie Community Redevelopment Agency, may grant the exemption either in its sole discretion or in response to the request for the special district; and

WHEREAS, the Town Council has conducted a public hearing on the request by Children's Services Council of Broward County after notice of hearing was published in a newspaper having a general circulation in the Town of Davie; and

WHEREAS, in order to approve an exemption from the obligation by Children's Services Council of Broward County to make an annual increment payment an interlocal agreement must be entered establishing conditions of the exemption, including the period of time for which the exemption is granted and a requirement that the special district submit an annual report of its activities and expenditures within the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Interlocal Agreement, attached hereto as Attachment "A", and authorizes execution of same by the appropriate officials of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2006.

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF DAVIE, FLORIDA,
THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY,
AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the Town of Davie, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN"), the Town of Davie Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter jointly referred to as "CRA") and the Children's Services Council of Broward County, a special taxing district operating and existing under the laws of the State of Florida (hereinafter referred to as "CSC").

WHEREAS, by Ordinance No. 88-75 as amended, established the Community Redevelopment Area Trust Fund (hereinafter jointly referred to as the "Trust Fund") pursuant to Chapter 163, Florida Statutes; and

WHEREAS, Section 163.387, Florida Statutes, requires that each taxing authority shall appropriate to the Trust Fund increment, revenues payable by January 1st of each year; and

WHEREAS, Florida Statute subsection 163.387 (2)(d), provides that a special district that levies ad valorem taxes within the community redevelopment area may request an exemption from the required annual payments to the Trust Fund; and

WHEREAS, CSC requested an exemption from its obligation to remit tax increment revenues to the Trust Fund; and

WHEREAS, the parties hereto believe it is in their best interest to enter into an interlocal agreement concerning the CSC's use of revenues becoming available as a result of this exemption ("exemption revenues").

NOW, THEREFORE, for and in consideration of the mutual covenants benefits and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated herein by reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01, Florida Statutes, entitled "Florida Interlocal Cooperation Act of 1969," and all applicable provisions of said Act are made a part hereof and incorporated herein as if set forth at length in this Agreement.

ARTICLE 2 INCREMENT REVENUE EXEMPTION

2.1 TOWN and CRA hereby grant to CSC an exemption from the requirement to pay increment tax revenues pursuant to Section 163.387 (2)(d), Florida Statutes. This exemption commenced for fiscal year 2004-2005 and is requested for 2005-2006 and subsequent years.

ARTICLE 3 CSC OBLIGATIONS

3.1 CSC shall utilize the exemption revenues to increase the direct provision of children's services to the citizens of Davie. Such funds shall not be utilized to supplant or replace any existing funding provided by the CSC. The amount of funding for the direct provision of children's services shall exceed the amount calculated to be excluded from the CRA in increment tax revenues and shall provide benefits to the residents within the CRA's redevelopment area in an amount at least equal to the amount calculated as being due from tax increment revenues (\$85,000 for 2005/2006). Other eastside residents can also benefit from additional provision of children's services so long as the amount of services to the residents of the CRA redevelopment area is at least equal to the amount calculated as the amount being exempted.

3.2 CSC agrees to provide the following specific programs to benefit the children of the area. Vendors will be selected by means of an RFP process to provide these services. Davie officials will be invited to participate on the rating committee which selects the best qualified provider. The specific programs are to be provided so that they are affordable by means of subsidizing the registration and program fees. The subsidized portion of registration and program fees for the children participating in these programs will be the means of offsetting the payment of the tax increment revenues normally due to the CRA.

3.2(A) CSC agrees to provide funding to operate a Summer Challenge Camp program to be located at the Potter Park Multi-Purpose Center.

3.2(B) CSC agrees to provide funding to operate a Maximizing Out of School Time (M.O.S.T.) After School Program to be located at the Potter Park Multipurpose Facility.

3.3 Programs and services funded by the CSC utilizing the exemption revenues shall be monitored for fiscal compliance and programmatic efficacy by the CSC. CSC shall report the results of such monitoring and progress toward meeting measurable objectives to the Town and CRA on an annual basis.

ARTICLE 4 TERM OF AGREEMENT

4.1 The term of this Agreement shall be one (1) year and shall automatically renew each year unless either party delivers notice of termination upon the other at least ninety (90) days prior to the expiration of the applicable term.

ARTICLE 5
NOTICE

5.1 Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party, for the present, the parties designate the following as the respective places for giving notice:

For Town:	Town of Davie 6591 Orange Drive Davie, Florida 33314 Attn: Town Administrator (Telecopier No. 954-797-2061)
With copies to:	Town Attorney 6191 SW 45 th Street Davie, Florida 33314 Attn: Monroe Kiar (Telecopier No. 945-584-9723)
For CRA:	Davie Community Redevelopment Agency 4700 Davie Road, Suite C Davie, Florida 33314 Attn: Redevelopment Administrator (Telecopier No. 954-797-1200)
With copies to:	Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A. P.O. Box 21627 Ft. Lauderdale, FL 33335 (Telecopier No. 954-764-7279)
For CSC:	Children's Services Council of Broward County 6301 NW 5 th Way Ft. Lauderdale, Florida 33309 Attn: Cindy Arenberg Seltzer, President/CEO (Telecopier 954-377-1683)
With copies to:	General Counsel John M. Milledge 110 SE 6 th Street, 15 th Floor Ft. Lauderdale, Florida 33301

ARTICLE 6
JURISDICTION, VENUE AND GOVERNING LAW

6.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County,

Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No Single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 7 MISCELLANEOUS

7.1 THIRD PARTY RIGHT – Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Town, CRA and CSC.

7.2 WAIVER – No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

7.3 ENTIRETY OF THE AGREEMENT – Town, CRA and CSC agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the Town, CRA and CSC.

(SIGNATURE PAGE TO FOLLOW)

TOWN:

TOWN OF DAVIE, FLORIDA
A municipal corporation of the
State of Florida

By: _____
Name: _____
Title: _____

CRA:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY: A public body corporate and politic
created pursuant to Part III, Chapter 163, Florida
Statutes

By: _____
Name: _____
Title: _____

CHILDREN'S SERVICES COUNCIL OF
BROWARD COUNTY: A special taxing district
operating and existing under the laws of the
State of Florida

By: _____
Name: _____
Title: _____



**CHILDREN'S
SERVICES
COUNCIL
MEMBERS:**

*Carole Andrews, Chair
School Board Member*

*Honorable Julie B. Koenig, Vice
Chair
Governor Appointee*

*Ana M. Valladares, Secretary
Governor Appointee*

*Jack L. Moss, Immediate Past
Chair
DCF District Administrator*

*Gregory Durden
Governor Appointee*

*Commissioner
Suzanne N. Gunzburger
County Commissioner*

*Marti Huizenga
Governor Appointee*

*Honorable Lawrence L. Korda
Judicial Member*

*David L. Roach
Broward County Health
Dept. Administrator*

*Laurie J. Sallarulo
Governor Appointee*

*Dr. Frank Till
School Superintendent*

STAFF

*Cindy J. Arenberg Seltzer
President/CEO*

LEGAL COUNSEL

John Milledge

Garry Johnson

December 20, 2005

Mr. Ken Cohen
Acting Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

Dear Mr. Cohen:

We wanted to extend our thanks for all the efforts by Town staff in ensuring that Council funded programs in the CRA area were implemented smoothly during this past fiscal year.

As you may know, our Interlocal Agreement with the Town and CRA, which became effective January 19, 2005, requires an annual report on the programmatic and financial compliance of the programs in the CRA area supported by tax increment revenues. The Council is pleased to report that both Summer Camp and Maximizing Out of School Time (M.O.S.T.) programs were successful; providing safe, fun and educationally enriching experiences for the children of Davie. We have enclosed an annual report plus several attachments providing further detail on numbers served, expenditures and performance outcome achievement.

Our current Interlocal Agreement requires renewal. We have discussed this matter with CRA Director, Will Allen, and CRA Attorney, Sue Delegal, and the Council would like to request a renewal for 2005/06. We provided the Davie CRA with the aforementioned annual report and on December 12th the CRA Board recommended a continued partnership with the Council.

We would like to request that the 2005/06 Interlocal agreement include language allowing an automatic renewal with the provision that either party have the ability to terminate with 90 days notice. The Council would still report on an annual basis, but this change would save both Town and Council the administrative paperwork surrounding a renewal agreement while ensuring an annual review.

Council staff will be in touch to discuss this matter further. If you have any questions, please do not hesitate to contact me at 954-377-1000.

Sincerely,

Cindy Arenberg Seltzer, President/CEO

cc: John Milledge, Legal Counsel

~~Will Allen, CRA Director~~
Sue Delegal, CRA Attorney



**Annual Report
to the
Davie Community Redevelopment Agency
FY 2004-05**

Background: In the Fall of 2004, the Council requested an exemption from the Town of Davie for the T.I.F. The Town of Davie and the Davie Community Redevelopment Agency entered into an Interlocal Agreement with the Council on January 19, 2005. The agreement granted the Council an exemption from paying the increment tax revenues to the Davie CRA for fiscal year 2004-2005 and requires review each fiscal year. The agreement outlined that in lieu of paying the T.I.F the Council would fund programs providing services to children; specifically, Summer Camp Challenge and Maximizing Out of School Time (M.O.S.T.) programs.

Summer Camp: As the Interlocal Agreement was being executed, the Council was in the midst of procuring programs for Summer 2005. The Council immediately included Davie as a priority area for funding and staff from the Town of Davie were involved in the rating and selection process. As a result, Memorial Healthcare Systems was chosen as the provider of summer camp services.

Memorial Healthcare Systems worked closely with staff from the Town's Parks and Recreation Department and Community Development Department to ensure that families in the target area had primary access to the new program. This was done through mass mailing as well as door to door marketing. Services were provided June 6, 2005 through August 5, 2005 at both Potter's Park Multipurpose Center and Eastside Community Hall. There were 178 unduplicated children served in the summer program with an average daily attendance of 100 at Potter's Park and 25 at Eastside Community Hall.

The Summer Camp program provided not only recreation and physical activity, but as promised, structured fun, reading, math, nutrition and cultural arts components. The program was monitored at both sites and found to be well managed providing a great environment for children. The program met all of the following performance measures. An outcome graph is attached for your reference

Performance Measures	Achievement
80% of Children will remain safe.	100%
80% of Children will increase word recognition.	88%
80% of Children will improve physical functioning	98%
80% of children will maintain/improve math skills	85%
80% of children will maintain/improve nutrition knowledge.	99%

Maximizing Out of School Time (MOST): M.O.S.T. afterschool programs were selected in April, and once again, staff from the Town of Davie were part of the selection process. Memorial Healthcare Systems was chosen to run Davie's M.O.S.T. program which began with the start of the public school calendar on August 8th, 2005. The Interlocal Agreement specified that the M.O.S.T. program be located at "Eastside Community Hall or alternate location as approved by the Town of Davie." The Council was notified in March 2005 by CRA Director and the Assistant Town Administrator their desire to have the MOST program run out of the Potter's Park Multipurpose Center and that is indeed where the program began operations.

The M.O.S.T. program provides after school care with emphasis on academic enrichment. The program uses certified teachers to ensure quality. The program has incorporated a strong cultural arts component that brought in music and dance. In addition, Memorial provides transportation for a large number of the children directly from Davie Elementary to Potter's Park. Site visits confirm a strong

homework/reading component as well as social skills curriculum. The program serves 75 youth and targets the following:

Performance Measures
80% of Children will maintain or improve their attitudes towards school
80% of Children will improve basic reading, spelling and arithmetic skills.
80% of Children will improve their strength, endurance and/or flexibility.
80% of children will demonstrate improved social skills and interactions with peers and adults

Hurricane Wilma: Hurricane Wilma severely impacted our entire community. The Council with its providers and partners worked diligently to ensure that services were restored as quickly as possible to our most at-risk families. When the Town of Davie stepped up and offered the American Red Cross use of its Potter's Park facility for displaced shelter victims, the Council worked closely with staff from the Town and Memorial to transition the M.O.S.T. program to a temporary alternate location during this emergency. Town staff and Memorial put forth an incredible amount of time and energy to smoothly move the M.O.S.T. program to an alternative site. Within one day of the shelter opening, Memorial had staff on-site providing support to children living in the shelter during this difficult time while continuing to serve the children in the M.O.S.T program.

Fiscal Report: The T.I.F. payment for FY 2004-05 would have been \$67,897. Please note that the expenditures by the Council for Davie programs for the four months (June-Sept) of operation in FY 2004-05 were more than double (\$151,935) what the Town would have received in T.I.F. tax revenue. Please note that this report only captures the partial year of a M.O.S.T. program. In future years, you will be able to see even more benefit by a full year M.O.S.T. program. The Council has allocated \$268,875 for FY 2005-06 for the M.O.S.T program and would expect to fund a 2006 Summer Camp program for \$132,000 for a total projected FY 2005-06 of \$400,875.

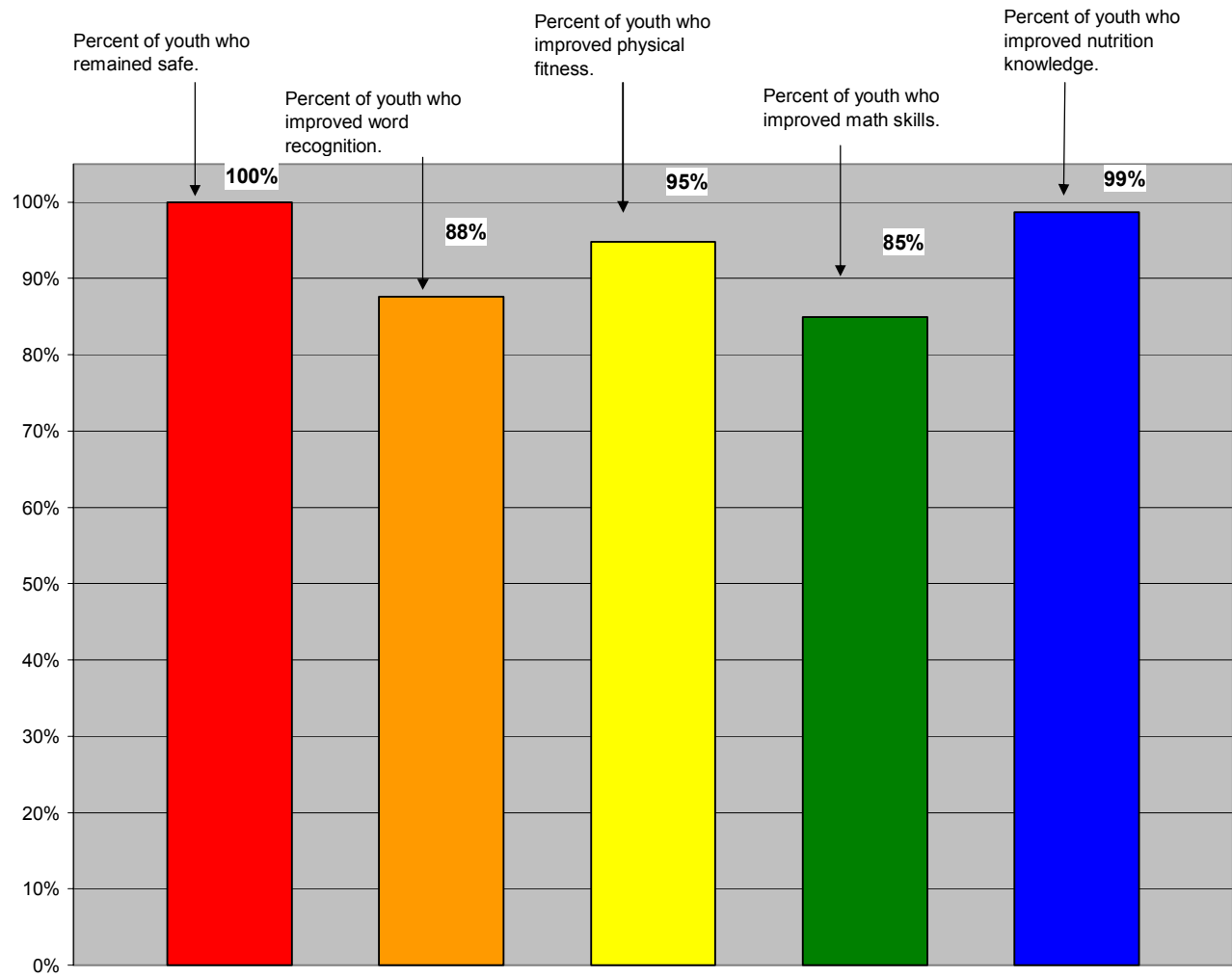
	FY 2004-05 Contract Allocation	FY 2004-05 Actual Expenditures*	Expenditures on Eastside residents**
Summer Camp	\$198,000	\$131,697	\$63,215
MOST Program	\$52,464	\$20,238.24	\$9,715
Totals	\$250,464	\$151,935.24	\$72,930

* Actual expenditures are based on units of service provided. There were a lower than projected number of youth enrolled in the summer program.

** Calculation is based on 48%. This percentage is derived from the number of youth from Eastside (60) divided by the average daily attendance (125).

We have provided maps of the Town of Davie delineating the CRA area and plotted client home addresses to demonstrate where the children reside whom attended the 2005 Summer Camp program and are currently attending the M.O.S.T. program. You will note that approximately half the children reside in the CRA and adjacent Palma Nova community.

SUMMER CHALLENGE 2005
DAVIE CRA

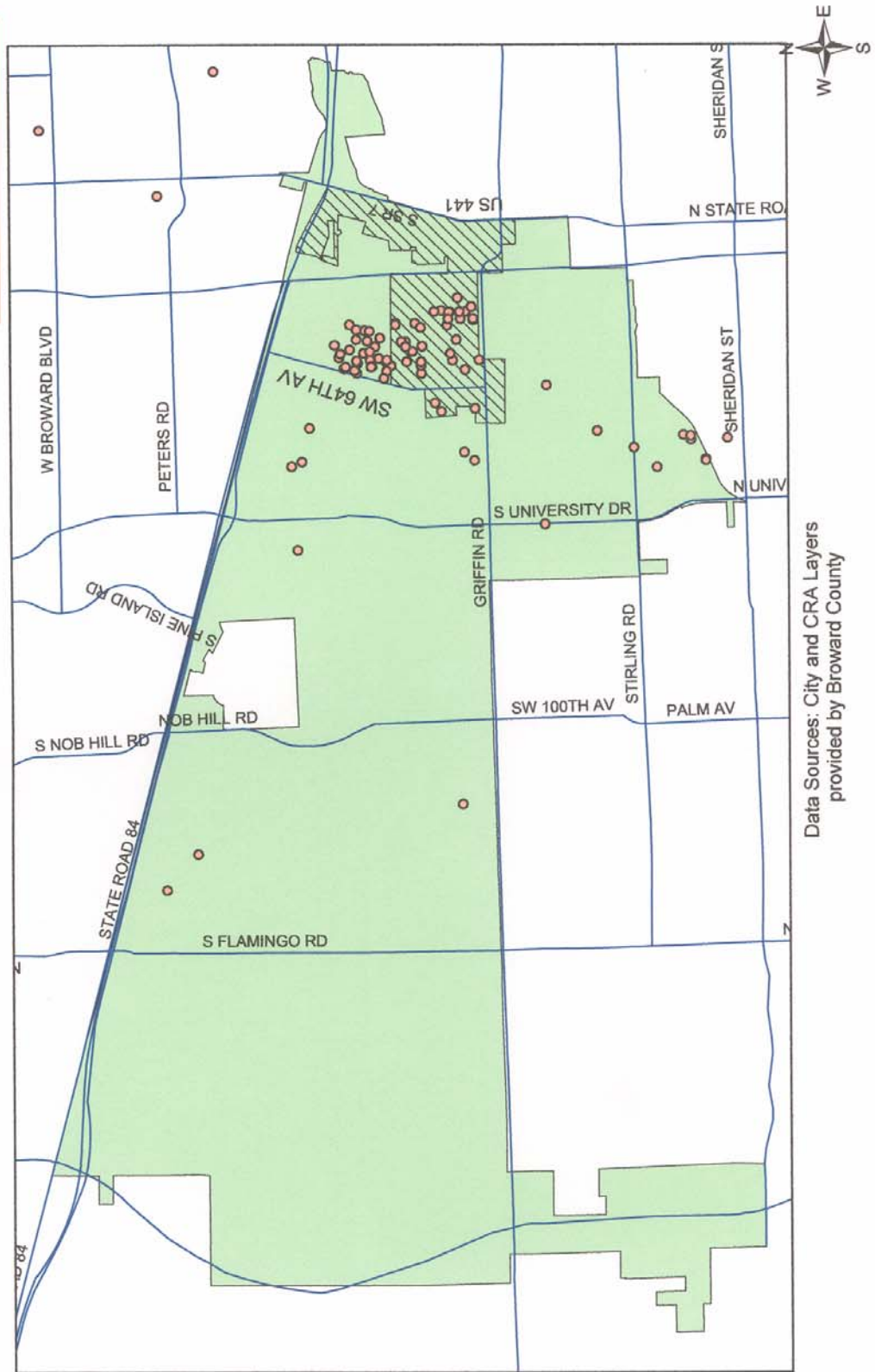




**CSC Summer Challenge 2005 Program
Memorial 05-4040 Program
FY 2004-05**

Legend

- Client Home Address
- Davie CRA
- Town of Davie



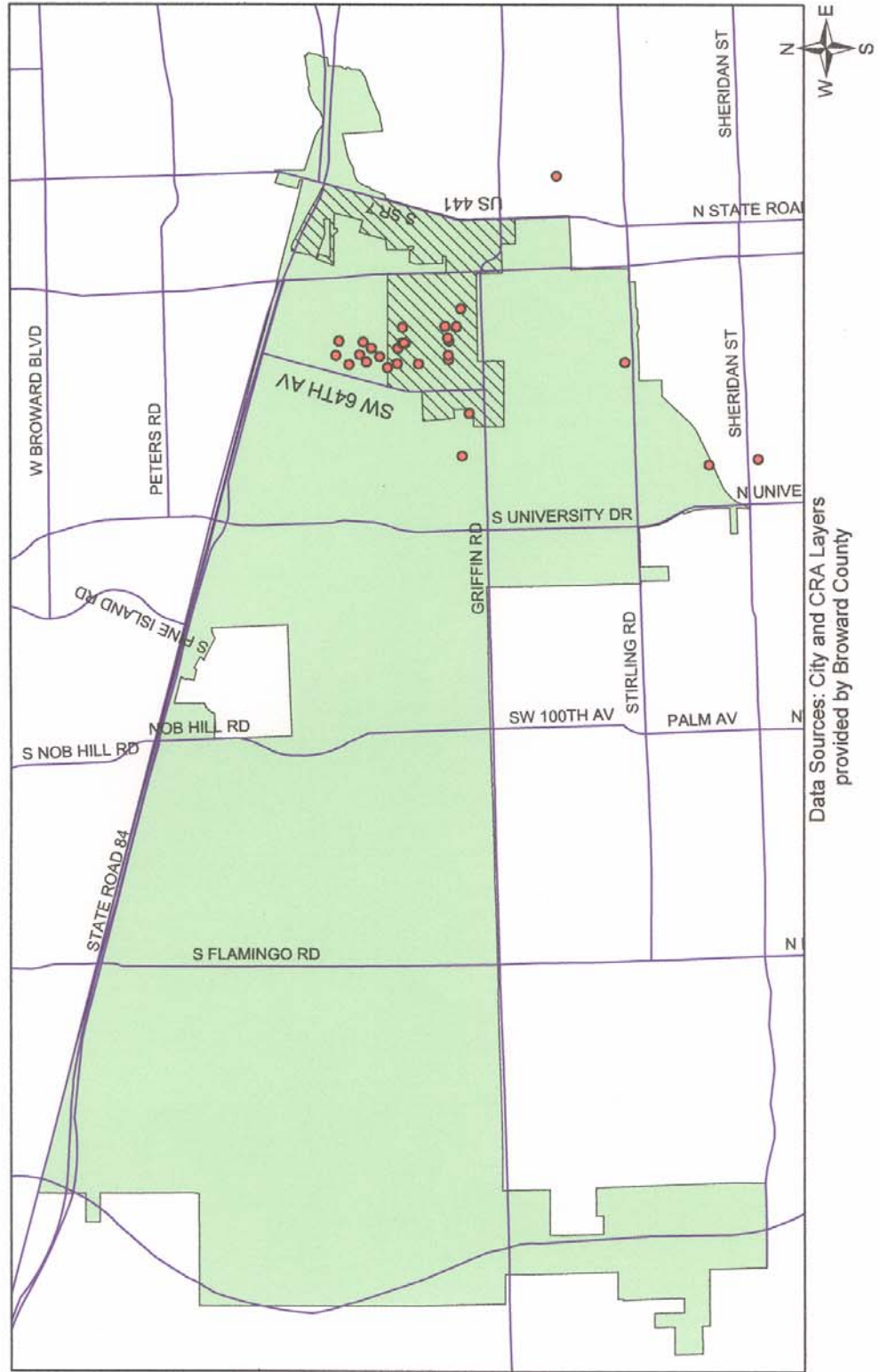
Data Sources: City and CRA Layers
provided by Broward County



**CSC MOST Program
Memorial 05-4041 Program
FY 2004-05**

Legend

-  Client Home Address
-  Davie CRA
-  Town of Davie



Data Sources: City and CRA Layers
provided by Broward County